

JUSTIN M. BAXTER  
Oregon State Bar ID Number 99217  
justin@baxterlaw.com  
Baxter & Baxter LLP  
8835 S.W. Canyon Lane, Suite 130  
Portland, Oregon 97225  
Telephone (503) 297-9031  
Facsimile (503) 291-9172  
Attorney for Plaintiffs Breniser and Thurber

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

JERRY BRENISER and GALE THURBER,

Case No. 07-CV-1418-HU

Plaintiffs,

DECLARATION OF JERRY BRENISER

v.

WESTERN RECREATIONAL VEHICLES, INC.,  
a foreign corporation,

Defendant.

---

I, Jerry Breniser, hereby depose and state:

1. I am one of the plaintiffs in this civil action. I make this declaration of my personal knowledge. If called to testify at trial, I would testify as set forth herein.

2. On or about August 26, 2005, Gale Thurber and I purchased a 2006 Alpenlite Portofino Fifth Wheel from Highway Trailer Sales in Salem, Oregon. The Alpenlite was manufactured by

Western Recreational Vehicles, Inc. At the time of the sale, a representative of Highway Trailer Sales advised me that the Alpenlite was covered by WRV's full warranty, and that any and all repairs needed could be brought to Highway Trailer Sales for service under the WRV warranty.

3. After the purchase, we began discovering numerous defects and damage to the Alpenlite. These defects included a leaking roof and slider seals; a leaking refrigerator; faulty shower, moulding, and vents; defective microwave, furnace, and electronics; damaged or defective slider; delamination at trailer-side fifth wheel support; and defective wheels. In addition, as a result of one or more of said defects, the vehicle at issue in this case has sustained water damage, mold, damage to wiring and circuitry. The defects are continuing, and we continue to experience leaking and mold growth in the Alpenlite.

4. Initially, we returned to Highway Trailer Sales for service under the WRV warranty. Highway Trailer Sales was unable to repair or remedy all of the defects, so we contacted WRV. WRV required us to deliver the Alpenlite to the WRV factory in Yakima, Washington. WRV was unable and unwilling to repair or remedy all of the defects and damage. Attached as Exhibit 1 is a true copy of the warranty history for the Alpenlite, as well as correspondence between me, Highway Trailer Sales, and WRV.

5. In 2007, by and through our attorney, we again requested that WRV repurchase the Alpenlite and refund our out pocket losses. WRV refused to repair or remedy the defects, or to rescind the sale.

6. As a result of WRV's failure to honor the warranty on the Alpenlite, we have suffered damages as follows:

/// /// ///

\$15,000	- Trade In
\$1350	- Down Payment
\$1280.18	- Monthly Payments
\$69,976.82	- Payoff Balance
\$269.48	- Tires
\$618.20	- Storage
\$129	- Dehumidifier
<u>\$88,623.68</u>	- Total

**"I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE  
BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE  
FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR  
PERJURY."**

DATED this 23rd day of September, 2008.

  
JERRY BRENISER

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and complete copy of the foregoing DECLARATION  
OF JERRY BRENISER on:

Philip Von Bourg  
142 West 57th St., Suite 1700  
New York, NY 10019

Corporate Representative for Defendant Western Recreational Vehicles, Inc.

☒ Via First Class Mail

☐ Via Facsimile

☐ Via Hand Delivery

☒ Electronic Delivery to pvonburg@mcpfunds.com

DATED this 23rd day of September, 2008.

/s/ Justin M. Baxter

---

Justin M. Baxter, OSB #99217  
justin@baxterlaw.com  
Telephone (503) 297-9031  
Facsimile (503) 291-9172  
Attorneys for Plaintiffs Breniser and Thurber